

# Booking Terms & Conditions

R2 13/10/2020



# Manor Farm Cottage

## Definitions

- 'the Owner' means the owners of the property Barry and Caroline Evans
- 'the Property' means the Owner's property as described in the website/brochure: 3 Manor Farm Cottages, Manor Road, Wroxall, Isle of Wight, PO38 3DH
- 'you' means the person booking a holiday in accordance with these conditions.
- 'the Commencement Date' means the date of commencement of the Holiday Period as confirmed by the Owner.
- 'the Departure date' means the date of the end of the Holiday Period as confirmed by the Owner.
- 'The Holiday Period' means the period from 4.00 pm on the Commencement Date until 10.00 am on the Departure Date unless otherwise stated or agreed between you and the Owner.
- 'the Holiday Rental' means the total rental due and payable for the Holiday Period and exclusive of security deposit and other extras.
- 'Notice in writing' means the notice by post or by email to the Address given to confirm the booking. A notice given in accordance with these Conditions is deemed to be both given and received: if posted: on the 2<sup>nd</sup> (or when sent by airmail) business day after the date of posting; if transmitted by email; on the date and time shown on the delivery receipt retained by the sender.

Detailed below are the terms upon which the Owner of the Property, agrees to allow you to occupy and use the Property for the purpose of short-term holiday accommodation. By booking your holiday with the owner you agree to the following terms and conditions:

### Nature of Agreement

A licence under these Conditions is granted by the Owner to you for the purpose of a holiday and is not intended to create the relationship of landlord and tenant between the parties. You shall not be entitled to a tenancy, or to an assured shorthold or assured tenancy or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when the Holiday Period ends.

### Use

The licence under the Conditions is personal to you. You must not use the property except for the purpose of a holiday during the Holiday Period, and not for a longer period. If you or any members of your party fails to vacate after the Holiday Period, the Owner shall be entitled, apart from other remedies to charge you a fee proportionate to the Holiday Rental for the continued period of occupation.

### Contract and Applicable Law

This contract will be entered into and will become binding upon you when the Owner places in the post to you or sends via email a written booking confirmation. This contract shall be governed by and subject to the laws of England and Wales and any dispute arising between you and the Owner shall be submitted to the exclusive jurisdiction of the Courts in England and Wales.

As the person completing/confirming the booking you must certify that you are over 18 years of age and that at least one member of your party is over 21 years. You must be a member of the occupying party and authorised to agree to the Booking Conditions on behalf of all your party members. You must also agree to take responsibility for all members of the party including any payment default or change in personal circumstances.

The use of the Property for the purpose of a hen/stag party is not permitted unless otherwise agreed by the Owner.

### Booking and Payment

A booking is only accepted by the Owner on the official Holiday Booking Form or by supply of all relevant booking details via our website or by telephone.

All bookings must be accompanied by the Booking Deposit (30% of the Holiday Rental fee) or if the booking is made later than 9 weeks before the Commencement Date the total Holiday Rental fee.

Upon receipt of the Booking Deposit and completed booking form the Owner will then confirm the booking by notice in writing, whereupon (if the total fees have not already been paid) you are liable for the total Holiday Rental fee which must be paid at least 9 weeks before the Commencement Date .

A precautionary security deposit of £200 against damage/breakages is also payable 8 weeks before the commencement date. This is returnable following your departure subject to no damage/breakages.

Non-Payment of the balance of the rental on or before the due date shall be construed as a cancellation of the contract by the customer.

All Holiday Rental fees shown on the websites/brochure or any other communication are per week unless stated otherwise. The Owner reserves the right to adjust the quoted prices due to errors or omissions.

When and where offered Short Breaks constitute a minimum of three consecutive nights

Payment can only be accepted in pounds sterling by BACS transfer. The Owner does not accept credit/debit cards

### Security Deposit

A security deposit is payable at the same time and in addition to the payment of the Holiday Rental fee. The Security deposit is held by the Owner to cover any losses, damages and /or additional cleaning charges if the Property is left in an unsatisfactory condition. The security deposit will be refunded within 7 days of departure subject to deductions necessary by reason of your or any member of your party's breach of your obligations in clause 'Obligations'

### Non-availability of Property as booked

We would only cancel your stay if the Property was unavailable for reasons beyond our reasonable control (e.g. Fire, flood etc). We would attempt to offer you alternative accommodation; however, if this was either not possible or not acceptable to you, then we would refund to you all monies paid to us. Our liability to you would not extend beyond this refund. You would have no other claim against the Owner.

**Arrival, Late Arrival and Departure**

The Property will be ready for you from 4.00 pm on the Commencement date of your Holiday Period, unless otherwise agreed in advance with the Owner.

If you expect to arrive very late at the property please advise the Owner who will endeavour to make arrangements for your arrival (to put garden & porch lights on). No liability is accepted if you cannot gain access to the property in the dark and if no notice is provided.

We require that you vacate the cottage by 10am on the morning of your departure. We ask that you leave the property in a clean and tidy condition.

**Care of the Property**

We ask you to take all reasonable and proper care of the property and its furniture, pictures, fitting and effects in or on the property and leave them in the same state of repair and in the same clean and tidy condition at the end of the rental period as at the beginning.

We ask you not to do or permit anything on the premises which might cause a nuisance to the owner or neighbours.

You are responsible for any damages or breakages which should be reported to the owner during the period of occupancy. Such losses or additional cleaning charges (if the property is left in an unsatisfactory condition) will be billed to you or deducted from your security deposit.

We cannot accept responsibility for work taking place outside the boundary of the property nor any noise or nuisance arising from works over which we the owners have no control.

**Your Obligations**

You must allow the Owner or any other authorised property representative to enter the Property to inspect the state of it and to carry out necessary works of maintenance and or repair, at all reasonable times upon 24 hours prior notice in writing, or in the event of an emergency at any time without notice, causing as little inconvenience to you as reasonably possible and making good any damage caused to the Property and your property.

You must not do or permit an act that would make any insurance policy on the property void or voidable or increase the premium.

You must comply with any rules or regulations applicable to the Property booked, full details of which will be made available to you and any other regulations reasonably made from time to time after prior consultation with you and notified to you from the time to time during the Holiday Period and ensure that they are observed by all members of your family or party.

The Owner reserves the right to repossess the Property if excessive damage has been caused by you or a member of your party.

**Liability**

The Owner shall not be liable and cannot accept responsibility for any death or personal injury to persons unless this results from an act of neglect or breach of statutory duty by the Owner or any of their employees' or contractors, or agents of the same, whilst acting in the course of their employment. This includes loss or damage to vehicles and their contents, and to the personal possessions you bring with you.

The Owner, their employees and agents will not be liable for any loss or damage suffered by you or any member of your party or to their property, except where such loss or damage is due to the negligence of the Owner, her employees or agents.

In those circumstances, the liability of the Owner to you will be limited to the loss or damage which was a foreseeable result of such negligence. Except in the case of death or personal injury resulting from such negligence, The Owners total liability to you in respect of any breach of the terms and conditions or tort or other act or omission by the Owner, her servants or agents in connection with this agreement shall be limited in aggregate to the price agreed to be paid by you for the right to use the property for the period agreed.

Every effort is made to ensure that all items of equipment described by the Owner are in good working order; however, no guarantee is given or liability accepted if breakdowns occur before or during a holiday. Whilst the Owner will endeavor to organize repairs or replacements as quickly as possible, delays inevitably do occur, particularly during the main season or during inclement weather conditions.

**Disabilities**

The Owner recognises their responsibility under the Disability Discrimination Act 1995 not to discriminate against disabled people in any way.

An Access Statement is available for the Property on our website with detailed accessibility information. Due to the age of the Property and location of the Property it may be unsuitable for people with mobility difficulties. It is your responsibility to state on the Booking Form or in writing to the Owner the nature of a disability of any member of your party prior to booking. If the Owner considers the Property unsuitable for a disabled person the Owner will advise you at the time of booking.

**Allergies**

If you or any member of your party suffers from an allergy of any description you must inform the Owner at the time of booking your holiday. The Owner cannot guarantee that the Property will be free from any substance which may cause an allergic reaction and in particular that a cat or dog has not strayed into the Property at some time in the past. The Owner will not be liable for any symptom you or any member of your party may suffer as a result of an allergic reaction.

**Complaints**

Should you find any faults or have any complaint in respect of the Property during your holiday, please advise the Owner immediately to ensure sufficient time is allowed to investigate and/or take the necessary remedial action. In the case of a serious problem please confirm this in writing.

No compensation will be offered if you deny the Owner the opportunity to rectify matters during the Holiday Period.

**Early Termination**

Your contract may be terminated before the end of the Holiday Period by the Owner giving you notice only in the event of you being in material breach of the terms of these Conditions or by reason of fire or some other catastrophic event of the type covered in a comprehensive insurance policy. In the case of termination otherwise than by a reason by your default the Owner shall return to you the appropriate proportion of the Holiday Rental attributable to the unexpired remained of the Holiday Period.

**Number of Persons in the Property**

The number of persons occupying the Property must not exceed the maximum number stipulated in the brochure/website. The Owner reserves the right to refuse entry to the entire party if this condition is not observed. Maximum number of occupants is 6.

**Damage and Breakages**

You are responsible, whether caused directly or indirectly, for the cost of any breakages or damages to the Property and its contents. In the event of damage to the Property you will on an indemnity basis reimburse the Owner the cost of the repairing the damage. In the case of breakages you will on an indemnity basis reimburse the Owner the cost of replacing (as new) or repairing the damaged item or items. Please report damages/breakages to the Owner before you leave.

**Website and Brochure**

We make every effort to ensure that the information and Property description contained on our website and in our brochure is accurate. We do however reserve the right to make changes and we accept no liability for inaccuracies.

Every effort will be made to ensure the standard described for the property and all items of equipment described and supplied are in good working order. However, no guarantee is given or liability accepted if any breakdown occurs. Repairs are always affected as soon as possible, although inevitably delays do occur.

**Dogs/Pets**

Regrettably dogs and other pets are strictly not permitted at the Property,

**Smoking**

The Property operates a NO SMOKING policy. You must be aware that even though the Property operates a strict NO SMOKING POLICY it cannot be guaranteed that the Property has not been smoked in in the past.

**Children**

You must accept responsibility for the safety of your children. The Owner is not able to accept any responsibility for the safety of children.

**Parking**

Cars should be parked in the drive of the Property and not on the lane verges outside of the property as these are a public right of access.

**Miscellaneous**

These terms and conditions override and supersede all previous versions in any previous course of dealing between the Owner and you. In the event of any inconsistency between these terms & conditions and any other literature whether found on the property website or otherwise, the provisions of these terms & conditions will prevail. If any of these terms & conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provisions shall to the extent required be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement and shall not in any way affect any other circumstances or of the validity or enforcement of these terms & conditions. The Owner does not warrant and is not responsible for the accuracy of any verbal information given or statements made by their or any of their servants or agents.

**Data Protection**

The Owner will only use any personal information provided by you for the purpose of making available and managing the property, or for informing you of the availability of similar services unless you otherwise agree you can correct any information or ask for information about you to be deleted by giving written notice to the Owner.

**Deposits, Cancellations and Transfers**

A deposit of 30% of the Holiday Rental fee is payable at the time of the booking, the balance being due nine weeks before the Commencement date.

Should we not receive the balance by the due date then we will attempt to contact you using the contact details with which we have been supplied, but it nonetheless remains your responsibility to ensure the balance is paid on time. If we have still not received the balance one week after the due date, then the booking will be deemed to have been cancelled, the deposit will be forfeit and we will be free to rebook the property.

When a booking is cancelled, the percentage of the booking fee charged as a cancellation fee (i.e. not refunded) will depend upon the amount of time still to elapse before the arrival date as per the following table

0-2 weeks	100% of booking fee
3-4 weeks	75% of booking fee
5-7 weeks	50% of booking fee
8-12 weeks	30% of booking fee
13 or more	20% of booking fee

In the case of transfers, there is no penalty provided the new booking fee is transferred to an alternative date. If the new booking fee exceeds the price of the old one the difference will be applied. If the new Booking fee is less than the difference is forfeit as a transfer fee. However, if we manage to rebook the property following a cancellation, the deposit and/or booking fee will be reimbursed.

**Holiday Cancellation Insurance**

Cancellation Insurance is not included in the Holiday Rental fee or provided for by the Owner.